

KP ACOUSTICS LIMITED TERMS OF CONTRACT

1.0 DEFINITIONS

1.1 In these conditions:

"The Client" means the addressee of the Proposal

"The Consultant" means KP Acoustics Limited (company number 07947892) or any person sub-contracted by them to carry out work in connection with the project

"The Project" means the consulting work, the title, nature and scope of which are set out in the proposal.

"The Proposal" shall mean the technical proposal as annexed to the Agreement and any supporting documents referred to thereon together with The Consultant's price estimate set out therein. Unless otherwise agreed in writing, "The Proposal" is valid for acceptance by the Client for a period 30 days from the date hereof and no longer. The Consultant's price is chargeable in accordance with Clause 4.0 below.

"The Contract" means the Agreement formed between The Consultant and the Client.

2.0 GENERAL

2.1 The conditions set out below shall, with the Proposal, constitute the terms of the Contract.

2.2 The Contract shall be formed by The Client returning to The Consultant a copy of the Proposal duly signed by or on behalf of The Client.

2.3 No other conditions or terms shall be incorporated in The Contract. An acceptance by The Consultant of an order of The Client shall be exclusively upon these terms.

3.0 CLIENT'S PROPERTY

3.1 The Consultant shall not be liable for any loss, destruction of, theft of or damage to items or property owned, leased or loaned by The Client and supplied to The Consultant in connection with The Project, except to the extent that the same can be shown to be due to reckless and wilful acts or omissions or negligent acts or omissions of The Consultant or anyone employed by them.

4.0 PRICE

4.1 The price shall be exclusive of Value Added Tax. The Client is responsible for any VAT arising from the Contract price and this will be payable at the date of payment as specified in Clause 5.0.

- 4.2 Subject to Clauses 4.3 and 4.4 below the price will be as stated in the attached Proposal.
- 4.3 Before carrying out any alterations or additions to The Contract, The Consultant shall advise The Client in writing of the estimated price and effect on the programme and completion date. The Client shall then have an opportunity to consider the said estimated price and effect and if acceptable will provide written authority within 14 days of the written notification to The Consultant for any alterations or additions to The Contract.
- 4.4 The Consultant reserves the right to vary The Price on the happening of any of the following:

Any increase in costs arising after submission of The Proposal and during the period of The Contract due to an increase in costs for the work specified due to factors outside The Consultant's control including, without limitation, changes in taxation affecting the services, purchase of additional equipment, bought out materials and consumables.

5.0 PAYMENT

- 5.1 Any variation in, delay, interruption or suspension of work due to instructions from or lack of information or decision on the part of the Client or any additional work caused by alterations in The Client's instructions. The right to vary The Price under Clause 4.4 is not dependant on any authority given by The Client.
- 5.2 All payments will be made by The Client subject to the terms stated in the fee proposal. In the case of projects which extend beyond 3 months from the date of commencement, progress payments at monthly intervals may be required at the discretion of The Consultant.
- 5.3 Where any payment due has not been received by The Consultant within the payment terms specified on an invoice, The Consultant shall (without prejudice to its other rights howsoever arising) be entitled to invoice the Client for a weekly administration fee at its standard hourly rate of £170 plus Value Added Tax (VAT) at the prevailing local rate, to account for additional administration costs incurred in pursuing the outstanding payment. This fee shall be invoiced every working week until the outstanding invoice is cleared. In the case of projects terminated by either party after full discussion with the other party, the Client shall be responsible for paying in full within 30 days of the termination all payments due up to the date of termination and for any costs incurred after termination but which are incurred as a result of termination.
- 5.4 All payments shall be made by The Client in Sterling to The Consultant by online bank transfer to Account No 82 06 02 72 at HSBC Bank, Sort Code 40-03-21.

6.0 LIABILITY FOR FEES AND PERSONAL GUARANTEE

- 6.1 All invoices shall remain payable by the Client, notwithstanding any third-party funding arrangements, disputes or contractual relationships external to this Agreement.

7.0 SUSPENSION

- 7.1 Work by the Consultant may be wholly or partly suspended, and the time of such suspension may be added to the original period of the Project, in the event of overdue payment of undisputed invoices, stoppage, delay or interruption of work during the period of the Project as a result of strikes, industrial action, other industrial disputes, breakdown, accident, sickness, or failure by the Client to give adequate instructions or approvals.
- 7.2 The Consultant will make every reasonable effort to notify The Client 7 working days prior to such potential suspension being implemented.
- 7.3 The Client shall pay all accounts in full and shall not exercise any rights of set-off or counter-claims against undisputed invoices submitted.

8.0 DURATION AND DELIVERY

- 8.1 The Consultant will make every reasonable effort to perform and carry out The Project from the Commencement Date until the Completion Date specified.
- 8.2 No extension of the duration of The Project may be made by The Consultant other than arising out of the events specified in Clauses 5.3, 6.0, and 7.0 above unless agreed in writing by The Client.
- 8.3 Delays in delivery shall not render The Consultant liable under any circumstances for damages, consequential loss or loss of profits.

9.0 TERMINATION

- 9.1 The Client or The Consultant may terminate the Agreement by giving three (3) months' written notice to the other party.
- 9.2 Such notice may be served by recorded or registered post or by email. Notices sent by email to the Consultant shall be deemed valid only where sent to the individual Consultant who issued the Proposal, or to such other email address as may be notified in writing to the Client for the purposes of formal communications under this Agreement. Notices sent by email to the Client shall be deemed valid where sent to the email address specified in the Proposal, or to such other email address as may be notified in writing by the Client for the purposes of formal communications under this Agreement.

- 9.3 Any sums pre-paid in respect of any services not yet provided shall be refunded to the Client promptly and in any event within five (5) working days.

10.0 EXCLUSIONS AND INDEMNITY

- 10.1 The liability of The Consultant to the Client for any loss, damage or expense arising from any cause whatsoever and whether in contract or negligence (other than negligence covering death, or personal injury) shall not, in any one contract exceed £10m unless otherwise agreed in writing between The Consultant and The Client.
- 10.2 The Consultant cannot guarantee that the objectives set out in The Proposal will be attained, but will use every reasonable effort to do so.
- 10.3 The Client shall at all times indemnify and keep indemnified The Consultant in respect of all loss or damage or expense suffered by any third party for which The Consultant may become liable in connection with the carrying out of The Project.
- 10.4 The obligations of The Consultant shall cease upon delivery of any reports, information or devices. No liability whatsoever either direct or indirect shall rest upon The Consultant for the effects of any product or process that may be produced by The Client or any other party, notwithstanding that the formulation of such product or process or commercial transaction may be based on the findings of The Project.

11.0 TECHNICAL INFORMATION

- 11.1 The Client shall supply free of charge all pertinent data and information and give such assistance as shall be reasonably required by The Consultant for the carrying out of The Project.
- 11.2 Any drawings, models, samples, or other matter submitted by The Consultant to The Client and vice versa with the Proposal and used during the course of The Project are confidential and must not be copied or transmitted to any third party, excepting those advising The Client on matters pertaining directly to the Contract, or used for any other purpose whatsoever. The drawings, models, samples and other matter remain the property of whichever party supplies them unless specifically agreed otherwise in writing and must be returned on request.
- 11.3 The Consultant shall be entitled to make, use and return copies of the technical information referred to above (but specifically excluding technical information acquired from The Client) free of charge for its own purposes.
- 11.4 The Consultant shall be entitled to sub-contract his work out wherever necessary and it shall be permitted for the sub-contractors to have access to all information and data and be subjected to confidentiality of information supplied independent of any warranties given by The Consultant relating to the confidentiality of the information.

12.0 CONFIDENTIALITY OF INFORMATION

- 12.1 Any information relating to The Client's operations shall be regarded as confidential and will not without the prior written consent of The Client be used (except in connection with The Project), published or disclosed by The Consultant. This restriction does not apply to information which is, or at the time of publication or disclosure, has become public knowledge through no act or default of The Consultant.
- 12.2 The Project shall be maintained on a confidential basis between The Consultant and The Client, and no information shall be disclosed during the Project to any third party except with the prior written consent of both The Consultant and The Client.
- 12.3 Findings arising out of a project relating specifically to The Client's product or design will not be published except with the prior written consent of both The Consultant and The Client.

13.0 INTELLECTUAL PROPERTY

- 13.1 Copyright in all original drawings, designs, Proposals, reports, and other written matter originating from The Consultant whether made pursuant to The Proposal or otherwise shall remain vested in The Consultant at all times.
- 13.2 All Intellectual Property developed by The Consultant during The Project other than in clause 13.1 above shall remain the property of The Consultant. In the case of projects terminated as a result of liquidation, bankruptcy or receivership, all patentable inventions, drawing designs, Proposals, reports and other written matter submitted to The Client with The Proposal and used during the course of The Project remain the property of The Consultant and must be returned on request.
- 13.3 All patentable inventions, non-patentable processes, designs, copyrights, improvements or know-how originating from The Consultant arising wholly and exclusively from this Agreement and relating to its objectives shall be the property of The Consultant. Terms for assignment to The Client or joint exploitation shall be the subject of negotiation between The Consultant and The Client upon completion of the Services and payment of a reasonable royalty and other reasonable conditions to be agreed between the parties. On payment of all sums to The Consultant from The Client in respect of the assignment or otherwise and upon mutual agreement that all phases of the assignment have been completed, The Consultant shall transfer to The Client all patents and other intellectual property rights arising directly from work on the assignment. Prior to such payment, The Consultant does not authorise The Client to deal in, apply or use any such goods, information, designs and know-how.

14.0 ARBITRATION

- 14.1 Any dispute or difference arising out of The Agreement shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement to some person nominated by the

President of the Law Society. The decision by the Arbitrator shall be final and binding upon and enforceable against the parties.

15.0 LAW

15.1 The Conditions together with The Proposal shall be read, construed and governed by The Laws of England.

16.0 EXISTENCE OF CONTRACT

16.1 Terminations by notice of this agreement by whatever means shall not affect the provision of Clauses 5.0, 6.0, 10.0, 11.0, 12.0, hereof.

17.0 COMMUNICATION

17.1 All communications to The Client shall be sent to the address or email address appearing in the Proposal unless another address or email address has been notified in writing to The Consultant.

17.2 All communications to The Consultant shall be sent to the individual Consultant who issued the Proposal or to such other address or email address as may be properly notified by The Consultant.

17.3 For the purposes of formal notices under Clause 9.0 (TERMINATION), communications sent by email shall only be valid if sent in accordance with the requirements set out above.

18.0 FORCE MAJEURE

18.1 In the event that either party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control it shall be entitled to such extension or time for such performance as may be fair and reasonable in all the circumstances.

18.2 For the avoidance of doubt, any event that could have been avoided by the reasonable endeavours of the party affected shall not constitute a force majeure event.

19.0 DATA PROTECTION

19.1 To enable The Consultant to discharge the services agreed under this Agreement, and for other related purposes including updating and enhancing client records, analysis for management purposes, statutory returns, crime prevention and legal and regulatory compliance, The Consultant may obtain, use, process and disclose personal data relating to the Client and its business, including its officers and employees.

19.2 The Consultant shall, in processing personal data, comply with all applicable data protection legislation in force from time to time in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

19.3 Where The Consultant processes personal data on behalf of the Client, it shall:

- a) process such personal data only in accordance with the Client's documented instructions, unless required to do otherwise by law;
- b) implement appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage;
- c) ensure that persons authorised to process the personal data are subject to appropriate confidentiality obligations; and
- d) assist the Client, where reasonably required, in ensuring compliance with its obligations under applicable data protection legislation.

20.0 MODERN SLAVERY AND HUMAN TRAFFICKING

20.1 In performing its obligations under this agreement, The Consultant shall:

- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause;
- d) permit the Client and its third party representatives on reasonable notice to inspect The Consultant's premises and records and to meet The Consultant's personnel to audit compliance with its obligations under this clause.

20.2 The Consultant represents and warrants that at the date of the agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

21.0 PREVENTION OF THE FACILITATION OF TAX EVASION

21.1 The Consultant and its relevant associated persons (including any employee, officer, subsidiary, subcontractor or any third-party providing services for or on behalf of The Consultant):

- a) Complies with and has, since 30 September 2017 complied, with all applicable laws, statutes, regulations, guidance, recognised practice and codes, relating to the prevention of tax evasion and/or the prevention of the facilitation of tax evasion (whether within, or outside of, the United Kingdom) including but not limited to the Criminal Finances Act 2017 ("CFA 2017");
- b) Has not done, failed to do or been engaged in any activity, practice, conduct or thing which would (or the omission of which would) constitute:
 - i. A UK tax evasion offence within the meaning of section 45(4) of the CFA 2017 ("UK Tax Evasion Offence");
 - ii. A foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 ("Foreign Tax Evasion Offence");
 - iii. A facilitation of UK Tax Evasion Offence within the meaning of section 45(5) of the CFA 2017; or
 - iv. facilitation of Foreign Tax Evasion Offence within the meaning of section 46(6) of the CFA 2017; or
 - v. Failure to prevent a Facilitation Offence within the meaning of sections 45 or 46 of the CFA 2017.

21.2 The Consultant and (where applicable) its associated persons has carried out an assessment, and carries out periodic assessments, of the risk of one or more of it and its employees and other associated persons committing a Facilitation Offence.

21.3 The Consultant has in place (and has at all times maintained) policies and procedures, including prevention procedures under the CFA 2017, to ensure continued compliance with the CFA 2017 and has taken steps, so far as it is reasonably practicable to do so, to ensure that its associated persons have adhered to such policies and procedures.